

Terms & Conditions – “Apply for an OCBC Credit Card and get a Gift” Campaign

DURATION

- 1) OCBC Bank (Malaysia) Berhad’s (“OCBC”) “Apply for an OCBC Credit Card and get a Gift” Campaign (the “Campaign”) runs from 1 July 2014 till 31 August 2014, both dates inclusive (the “Campaign Period”).

ELIGIBILITY & CAMPAIGN INFORMATION

- 2) The Campaign is open to anyone who :
 - (a) Fulfills all the eligibility criteria to apply for and to be issued any OCBC Credit Card as a principal Cardmember strictly according to OCBC’s sole and absolute discretion and determination;
 - (b) Is not approved for any OCBC Credit Card as a supplementary Cardmember; and
 - (c) Is not currently holding any OCBC Credit Card, and has not been holding any OCBC Credit Card for 12 months immediately preceding the Campaign Period.
(A person who meets and fulfills all the above requirements shall be referred to as an “Eligible Customer”).
- 3) An Eligible Customer must do the following to participate in this Campaign :
 - a) Apply for any OCBC Credit Card as the Principal Cardmember within the Campaign Period, by submitting the application form and such supporting documents as may be required by OCBC (“Card Application”);
 - b) Activate and use the OCBC Credit Card on 3 transactions with a minimum amount of RM50 for each transaction within 45 days from the Card approval date, if the Card Application is approved by OCBC and the OCBC Credit Card is issued to the Eligible Customer within the Campaign Period.
- 4) For clarity :
 - a) OCBC reserves the right at its absolute discretion to approve or reject any Card Application, without having to furnish the reason for such decision.
 - b) An individual whose Card Application is rejected for whatever reason shall be disqualified from participation in this Campaign.
 - c) An individual whose Card Application is approved and/or to whom the OCBC Credit Card is issued after the Campaign Period shall be disqualified from participation in this Campaign.
 - d) All Card Applications should be properly filled in with necessary supporting documents and submitted early, to avoid delay due to festive holidays and unforeseen circumstances. OCBC shall not be held responsible for any delay which may result in late approval of Card Application beyond the Campaign Period.

GIFT

- 5) An Eligible Customer who fulfills all the requirements in Clause 3 above to OCBC’s satisfaction (“Successful Applicant”) shall be eligible to receive one (1) Gift (defined below).
- 6) OCBC is giving one (1) “Gift” to each Successful Applicant. A “Gift” means :
 - a) 1 unit of 20” cabin luggage bag (“luggage bag”)for a Successful Applicant of the OCBC World or Platinum MasterCard; or
 - b) one-time RM50 rebate for a Successful Applicant of any other OCBC Credit Card.Provided that the cabin luggage bag is given while stocks last, and OCBC reserves the right to substitute the luggage bag with another product and/or service, in which case these terms and conditions shall apply to the substitute product and/or service *mutatis mutandis*.

- 7) The luggage bags are given on an “as is” basis and do not include any accessory items which may be shown in any advertisements or promotional materials as they are for illustrative purposes only. The luggage bags are not transferable and not exchangeable (either for another color, size or model, or for cash, credit or kind).
- 8) The luggage bags are manufactured or supplied by ETC Premium & Service Sdn Bhd (“Supplier”). To the fullest extent permitted by law, OCBC does not make and hereby expressly excludes and disclaims any representations or warranties with respect to the Supplier and the luggage bags. In particular, OCBC gives no warranty or endorsement, express or implied, written or oral, including but not limited to, any warranty in respect of merchantability quality or suitability or fitness for any purpose in respect of the luggage bags. Any issue or query in respect of the Gifts shall be dealt with directly with the Supplier at the contact details below.

ETC Premium & Service Sdn Bhd

66A, Jalan SS14/2A,
47500 Subang Jaya,
Selangor DarulEhsan,
Malaysia

Tel: 03 5637 7552 / 03 5611 7552

- 9) The luggage bags are subject to further terms and conditions as follows :
 - a) The luggage bag will be delivered to the Successful Applicant’s last known mailing address as stated in the Card Application within four (4) to six (6) weeks after fulfillment of all the requirements in clause 3 above;
 - b) Delivery of the luggage bag to a P.O Box address is not allowed. In any case the mailing address is a P.O Box, Successful Applicant shall be contacted by the Supplier for an alternative address to deliver the luggage bag.
 - c) In any case the first and second delivery was not successful, there will be a “Thank You” note from the courier service company to inform the Successful Applicant to collect from the courier service company’s nearest branch

LIABILITY AND RESPONSIBILITY

- 10) The Successful Applicant shall assume full responsibility for any liability, mishap, injury, loss, damage, claim or accidents resulting from this Campaign or use of the Gift. OCBC shall not be held liable for any of the aforesaid.

GENERAL TERMS & CONDITIONS

- 11) The Eligible Customer’s information will be processed by OCBC for purposes of determining eligibility to be given the Gift. By participating in the Campaign, the Eligible Customer shall be deemed to have agreed to OCBC processing the Eligible Customer’s information for purposes of the Campaign.
- 12) OCBC’s decision on all matters relating to the Campaign shall be final, conclusive and binding on all parties. OCBC shall not be responsible in anyway whatsoever, in respect of technical failures of any kind, unauthorized human intervention, electronic or human error in administration and processing. OCBC shall not be obliged to give any reasons whatsoever or enter into any correspondence with any person(s) on any matter concerning the Campaign.
- 13) OCBC shall not be held liable in any manner whatsoever for any inconvenience, loss or damage howsoever arising in connection with the Campaign. Furthermore, OCBC shall not be liable for any default or delay in respect of the Campaign due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any events which are caused by factors beyond the reasonable control of OCBC.

- 14) These Terms & Conditions will prevail over any provisions or representations contained in any brochure or other promotional material advertising the Campaign.
- 15) By participating in this Campaign, the Customers agrees to be bound by these Terms & Conditions and, to the fullest extent permitted by law, consent to and authorize OCBC to disclose their particulars to the third party service providers engaged by OCBC for the purposes of the Campaign (if any). OCBC warrants that the disclosure of such particulars to any third party services providers will be limited to the Customer's name, address and telephone number and will be used only in relation to and for the purposes of the Campaign.
- 16) OCBC reserves the right to use any information, names and photographs of the Eligible Customer for publishing in any mass media or marketing materials for advertising or publicity purposes. All documents submitted for the Campaign are the property of OCBC inclusive of the photographs of the Eligible Customers.
- 17) OCBC reserves the rights to withdraw, cancel, suspend, extend or terminate this Campaign at any time in whole or in part, or to vary, delete or add to any of the Terms & Conditions herein at any time with twenty one (21) days' notice, by way of posting on OCBC's website at www.ocbc.com.my, or in any other method deemed suitable by OCBC. Each Eligible Customer agrees to access OCBC's website stated herein at regular time intervals to view the Terms & Conditions herein and to ensure that the Eligible Customer is kept up-to-date with any changes or variations to these Terms & Conditions. Eligible Customers shall not be entitled to claim for any compensation against OCBC for any and all loss and damage howsoever suffered or incurred by the Eligible Customers, whether as a direct or indirect result of any withdrawal, cancellation, suspension, extension or termination of the Campaign or any variation, deletion or addition to any of the Terms & Conditions herein.
- 18) OCBC shall not be liable for any misinterpretation of any facts, news, reports, audios or visuals in respect of the Campaign published in any mass media, marketing or advertising materials.
- 19) These Terms & Conditions shall be governed by the laws of Malaysia, and all Eligible Customers shall be deemed to have agreed to submit to the exclusive jurisdiction of the Malaysia Courts.

Terms & Conditions – “Apply for an OCBC Credit Card and get RM50 rebates with 3x swipes in 45 days” Promotion

Duration

1. OCBC Bank (Malaysia) Berhad (“**OCBC**”) is organizing the “Apply for an OCBC Credit Card and get RM50 rebate with 3x swipes in 45 days” Promotion (“**the Promotion**”) which will run from 1 January to 31 December 2014, both dates inclusive (“**the Promotion Period**”).

Eligibility & Promotion Information

2. The Promotion is open for participation by anyone who :
 - (a) fulfills all the eligibility criteria to apply for and to be issued any OCBC credit card as a principal cardmember strictly according to OCBC’s sole and absolute discretion and determination; and
 - (b) is not currently holding any OCBC credit card, and has not been holding any OCBC credit card for 12 months immediately preceding the Promotion Period; and
 - (c) is not an employee of OCBC, or an immediate family member to an employee of OCBC(a person who meets and fulfills all the above requirements shall be referred to as an “**Eligible Participant**”).
3. For clarity, pursuant to paragraph 2(a) above, the following applicants do not qualify as “Eligible Participants” and are not eligible to participate in this Promotion :
 - (a) applicants whose credit card applications shall be rejected or not approved by OCBC for any reasons whatsoever; and
 - (b) applicants who have been approved for, or issued, any OCBC credit card as supplementary cardmembers, notwithstanding that such applicants may be eligible and have also applied for any other OCBC credit card as principal cardmembers.
4. To participate in the Promotion, an Eligible Participant must fulfill all the following requirements to OCBC’s satisfaction :
 - (a) an Eligible Participant must apply for any OCBC credit card as the principal cardmember;
 - (b) the Eligible Participant shall submit to OCBC the duly completed application form together with the supporting documents as may be required by OCBC; and
 - (c) upon OCBC’s approval of the credit card application (strictly at OCBC’s sole and absolute discretion and determination) and issuance of the OCBC credit card to the Eligible Participant, the Eligible Participant shall use and swipe the OCBC credit card for a minimum of 3 Qualified Retail Transactions (defined below) within 45 days from the date OCBC approves the credit card.
 - (d) For credit card applications via OCBC’s iQ@Work, an Eligible Participant shall only be required to activate the credit card within 45 days from the date OCBC approves the credit card. The minimum 3 Qualified Retail Transactions within 45 days is not applicable.

The Eligible Participant’s application for, as well as OCBC’s approval and issuance of, the OCBC credit card must all occur within the Promotion Period, failing which the Eligible Participant shall be disqualified from receiving the Rebate (defined below).

5. If, for whatever reason(s) :

- (a) an Eligible Participant's credit card application is only approved after the Promotion Period; or
- (b) the OCBC credit card is only issued to the Eligible Participant after the Promotion Period,
- then the Eligible Participant shall automatically be disqualified from participation in the Promotion. While OCBC endeavors to process credit card applications in a timely manner, delay may occur due to submission of incomplete information or documents by applicants, unforeseen circumstances, festive holidays, etc. OCBC shall not be held liable or responsible to anyone in any way whatsoever, for any delay in processing or approving any credit card application and/or issuing the OCBC credit card for any reason(s) whatsoever.
6. An Eligible Participant who fulfills the participation requirements in paragraph 4 above to OCBC's satisfaction will be eligible to receive a RM50 rebate ("**Rebate**"). The Rebate will be credited to the Eligible Participant's OCBC credit card account within a minimum of 60 days from the card approval date.
7. OCBC reserves the right to substitute any Rebate with other prizes, products or services with prior notice.
8. This promotion is not applicable with any other OCBC credit card application promotions.

Definition & Validity

9. "**OCBC credit card**" shall mean any credit card issued by OCBC Bank (Malaysia) Berhad only.
10. "**Qualified Retail Transaction**" for the purpose of this Promotion shall include transaction on any retail spend, online purchase, mail order or telephone order, recurring/auto debit transaction and Initial Instalment Payment Plan Transaction by using any currently valid OCBC credit card.
- (a) The following shall NOT be considered as and do not form part of "Qualified Retail Transaction" for the purpose of this Promotion :
- Cash Advance.
 - Subsequent Instalment Payment Plan Transaction.
 - Balance Transfer transaction.
 - Call for Cash & the instalments paid transaction.
 - Instalment paid for Dial-a-Cash programme.
 - Refund.
 - Disputed, unauthorized or fraudulent retail transaction.
 - Payment of annual fee.
 - Interest payment.
 - Late payment fee, charge for cash withdrawal and any other form of service/ miscellaneous fee.
- (b) OCBC reserves the absolute right to forthwith nullify and cancel any Qualified Retail Transaction in the following circumstances :
- If the Qualified Retail Transaction shall form part of "split transactions" namely 3 or more transactions carried out on the same day at the same card acceptance terminal, OR more than 1 void transactions on the same day at the same card acceptance terminal; and/or

- If the spending patterns of any Eligible Participant, or the usage of any OCBC credit card by any Eligible Participant, shall be deemed by OCBC at its sole and absolute discretion to be unusual or abnormal and shows an attempt to obtain an unfair advantage over other genuine Eligible Participants with normal card spending patterns.

Upon being nullified and cancelled, such transaction shall not be counted in the Qualified Retail Transaction.

- (c) OCBC reserves its rights to nullify and cancel and render the same of no effect for purposes of this Promotion, any transaction which is mistakenly counted as a Qualified Retail Transaction.
- (d) Each Qualified Retail Transaction must be reflected on OCBC's transaction records and the Qualified Retail Transaction will be based on transaction date reflected in the Eligible Participant's credit card statement, to enable OCBC to give the Qualified Retail Transaction to the Eligible Participant.
- (e) For an Eligible Participant with more than one currently valid OCBC credit cards, all Qualified Retail Transactions carried out using any of the currently valid OCBC credit cards will be automatically tracked and form part of the Qualified Retail Transactions. However, the Rebate will only be given once to an Eligible Participant who fulfils paragraph 4 above, regardless of the number of currently valid OCBC credit cards held.

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11. The Eligible Participant's information and data will be tracked and selected by OCBC's system upon meeting the eligibility criteria and/or participation requirements. By participating in the Promotion, the Eligible Participant shall be deemed to have agreed to OCBC processing the Eligible Participant's information and data for purposes of the Promotion.
12. OCBC's decisions on all matters relating to the Promotion shall be final, conclusive and binding on all parties. OCBC shall not be responsible in anyway whatsoever, in respect of technical failures of any kind, unauthorized human intervention and electronic or human error in administration and processing. OCBC shall not be obliged to give any reasons whatsoever or enter into any correspondence with any person(s) on any matter concerning the Promotion.
13. OCBC shall not be held liable in any manner whatsoever for any inconvenience, loss or damage howsoever arising in connection with the Promotion. Furthermore, OCBC shall not be liable for any default or delay in respect of the Promotion due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any events which are caused by factors beyond the reasonable control of OCBC.
14. By participating in the Promotion, the Eligible Participants shall be deemed to have agreed to be bound by these terms and conditions. The terms and conditions contained herein are binding on all Eligible Participants. No appeal and/or correspondence will be entertained.
15. OCBC reserves the rights to withdraw, cancel, suspend, extend or terminate this Promotion at any time in whole or in part, or to vary, delete or add to any of the terms and conditions herein at any time with prior notice at its absolute discretion, by way of posting on OCBC's website at www.ocbc.com.my, or in any other method deemed suitable by OCBC. Each Eligible Participant agrees to access OCBC's website stated herein at regular time intervals to view the terms and conditions herein and to ensure that the Eligible Participant is kept up-

to-date with any changes or variations to these terms and conditions. Eligible Participants shall not be entitled to claim for any compensation against OCBC for any and all loss and damage howsoever suffered or incurred by the Eligible Participants, whether as a direct or indirect result of any withdrawal, cancellation, suspension, extension or termination of the Promotion or any variation, deletion or addition to any of the terms and conditions herein.

16. OCBC shall not be liable for any misinterpretation or misrepresentation of any facts, news, reports, audios or visuals in respect of the Promotion published in any mass media, marketing or advertising materials.
17. In the event of any inconsistency between these terms and conditions and any advertising, promotional, publicity and other materials relating to or in connection with the Promotion, these terms and conditions shall prevail.
18. These terms and conditions shall be governed by the laws of Malaysia, and all Eligible Participants shall be deemed to have agreed to submit to the exclusive jurisdiction of the Malaysian Courts.